

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
2 A Limited Liability Partnership
3 Including Professional Corporations
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CADSOFT CORPORATION

7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 SAN FRANCISCO DIVISION

11 CADSOFT CORPORATION, a foreign
corporation,

12 Plaintiff,

13 v.

14 RIVERDEEP, LLC, a Delaware Limited
15 Liability Company,

16 Defendant.

Case No. C06-4255 SC

**STIPULATED REQUEST FOR
DISMISSAL WITH PREJUDICE, AND
[PROPOSED]
ORDER THEREON**

Honorable Samuel Conti

Complaint Filed: July 11, 2006

17 RIVERDEEP, LLC, a Delaware Limited
18 Liability Company,

19 Third Party Plaintiff,

20 v.

21 PUNCH SOFTWARE, LLC, a Delaware
corporation,

22 Third Party Defendant.

STIPULATION

WHEREAS, the parties to this action named in the caption above have reached a written settlement and release agreement that embodies a full and complete resolution to the claims and disputes at issue in this entire action, including all claims asserted in the First Amended Complaint by plaintiff Cadsoft Corporation against defendant Riverdeep, LLC, as well as all claims asserted in the Third Party Complaint by Riverdeep, LLC against Punch Software, LLC;

7 NOW, THEREFORE: IT IS HEREBY STIPULATED by all parties to this action,
8 by and through their respective attorneys of record herein, that this entire action, including all
9 claims asserted in the First Amended Complaint by plaintiff Cadsoft Corporation against
10 defendant Riverdeep, LLC, as well as all claims asserted in the Third Party Complaint by
11 Riverdeep, LLC against Punch Software, LLC, shall be *dismissed with prejudice* in accordance
12 with the terms of the Order of this Court set forth below.

SO STIPULATED.

14 | Dated: February 29, 2008

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By _____ /s/ Nathaniel Bruno
P. CRAIG CARDON
NATHANIEL BRUNO

Attorneys for Plaintiff
CADSOFT CORPORATION

20 | Dated: February 29, 2008

BUSINESS LITIGATION ASSOCIATES, P.C.

By _____ /s/ John V. Komar
JOHN V. KOMAR

Attorneys for Defendant and Cross-Complainant
RIVERDEEP INC., LLC

1 Dated: February 29, 2008

2 SHARTSIS FRIESE LLP

3
4 By _____ /s/ Amy L. Hespenheide
5 AMY L. HESPENHEIDE

6 Attorneys for Third-Party Defendant
7 PUNCH SOFTWARE, LLC

8 I, Nathaniel Bruno, attest that John V. Komar and Amy L. Hespenheide have concurred in the
9 filing of this document. /s/ Nathaniel Bruno

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ORDER

In accordance with the foregoing Stipulation of the parties which is incorporated herein by reference, and with good cause appearing therefor,

IT IS HEREBY ORDERED:

1. This entire action, including all claims asserted in the First Amended Complaint by plaintiff Cadsoft Corporation against defendant Riverdeep, LLC, as well as all claims asserted in the Third Party Complaint by Riverdeep, LLC against Punch Software, LLC, IS HEREBY DISMISSED WITH PREJUDICE, each party to bear its own fees and costs.

2. Nothing in this Order shall deprive any party of any rights, or excuse any party from compliance with, any obligations created by the parties' settlement and release agreement.

Dated: 3/4/08

